

Staff Summary Report



Council Meeting Date: 04/03/08

Agenda Item Number: _____

SUBJECT: Request approval of a professional services contract with Weddle Gilmore Architects for architectural and exhibit design services for the Tempe Historical Museum.

DOCUMENT NAME: 20080403PWDR04 HISTORICAL MUSEUM (0705-04)
PROJECT NO. 6702481

SUPPORTING DOCS: Yes

COMMENTS: Total cost for this contract shall not to exceed \$662,420.

PREPARED BY: Donna Rygiel, Engineering Contract Administrator (x8520)

REVIEWED BY: Andy Goh, Deputy PW Manager/City Engineer (x8896)

APPROVED BY: Glenn Kephart, Public Works Manager (x8205)

LEGAL REVIEW AS TO FORM: Judi Morgan, Assistant City Attorney (x8779)

FISCAL NOTE: Sufficient funds are available in Capital Improvement Fund No. 6702481.

RECOMMENDATION: Approve contract and authorize the Mayor to sign all necessary documents for the contract.

ADDITIONAL INFO: The scope of work for this contract is to provide architectural and exhibit design services for the Tempe Historical Museum. This renovation will include a new multipurpose room, remodeled lobby and restrooms and new exhibits.

The design fee was negotiated by staff and is considered reasonable for the scope of services. Weddle Gilmore Architects was selected by a review committee as the most qualified firm for these services, using a qualification based process consistent with Title 34 Arizona Revised Statutes.



CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR ARCHITECTURAL SERVICES

THIS CONTRACT is made and entered into on the 3rd day of April, 2008, by and between the City of Tempe, hereinafter called CITY, and WEDDLE GILLMORE ARCHITECTS, hereinafter called the CONSULTANT.

The CITY engages the CONSULTANT to perform professional services for a project known and described as TEMPE HISTORICAL MUSEUM RENOVATION, Project No. 6702481, hereinafter called the "Project".

SECTION I - SERVICES OF THE CONSULTANT

The CONSULTANT shall perform the following professional services to CITY standards and in accordance with the degree of care and skill that a registered professional in Arizona would exercise under similar conditions:

- A. The CONSULTANT shall provide architectural design services, as described in Exhibit "A" attached.
- B. The CONSULTANT has assigned Philip Weddle as the Project Manager for this Contract. Prior written approval is required in the event the CONSULTANT needs to change the Project Manager. The CONSULTANT shall submit the qualifications of the proposed substituted personnel to the City for approval.
- C. The CONSULTANT shall prepare and submit a detailed opinion of probable cost of the project.
- D. The CONSULTANT shall follow and comply with the Public Improvement Project Guide as directed by the CITY.
- E. The CONSULTANT shall design the project within the allotted budget of \$3,300,000.00. Sufficient alternatives shall be included in the bid package to allow the CITY to construct the facilities.
- F. The CONSULTANT shall be responsible to redesign the project at no additional cost to the CITY if required to build within the CONTRACT specified budget.

- G. The CONSULTANT shall prepare plans and technical specifications per the requirements of the applicable chapters of the City's Engineering Design Criteria Manual, latest revision, and the Maricopa Association of Governments (MAG) Standard Specification and Details as amended by the CITY. All plans shall be prepared on CAD as required by the CITY. Final plans shall be submitted on 3 ml double matte black line mylar and shall be 24" x 36" in size.
- H. The CONSULTANT shall submit all final construction documents in both hard copy and electronic format. Plans shall be MicroStation or AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software version used shall be compatible to current City standards. Other support documents, for example, structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only.

SECTION II - PERIOD OF SERVICE

The CONSULTANT shall complete all services within 720 calendar days of the "Notice to Proceed" date. In the event delays are experienced beyond the control of the CONSULTANT, the schedule may be revised as mutually agreed upon by the CITY and the CONSULTANT.

SECTION III - CONSULTANT'S COMPENSATION

- A. The method of payment for this CONTRACT is payment by installments. Total compensation for the services performed shall not exceed \$662,420.00, unless otherwise authorized by the CITY. This fee includes the sum of \$473,150.00 for design services; an amount not to exceed \$157,570.00 for construction phase services based on hourly rates established in the attached Exhibit "A"; an allowance of \$23,700.00 for sub-consultants; and an allowance of \$8,000.00 for reimbursable expenses, which in no event will ever be more than actual cost.
- B. The CITY shall pay the CONSULTANT in installments based upon monthly progress reports and detailed invoices submitted by the CONSULTANT subject to the following limitations:
 - 1. Prior to approval of the Design Development Phase, payments to the CONSULTANT shall not exceed 50% of the contract amount.
 - 2. Prior to approval of the Construction Documents, payments to the CONSULTANT shall not exceed 60% of the contract amount.
 - 3. Prior to completion of the Bidding Phase, payments to the CONSULTANT shall not exceed 75% of the contract amount.
 - 4. Prior to completion of the Construction Phase, payments to the CONSULTANT shall not exceed 90% of the contract amount.

- 5. Payments for reimbursable expenses shall be made during all phases based on actual expenses.
- C. The CITY at its discretion may, by written notification, waive the above limitations.
- D. The CITY shall make payments to the CONSULTANT within thirty (30) days after receipt of the progress report and detailed invoice.

SECTION IV - THE CITY'S RESPONSIBILITIES

- A. The CITY shall designate a project manager during the term of this CONTRACT. The project manager has the authority to administer this CONTRACT and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by the CITY on any aspect of the work shall be directed to the project manager.
- B. The CITY shall review submittals by the CONSULTANT and provide prompt response to questions and rendering of decisions pertaining thereto, to minimize delay in the progress of the CONSULTANT'S work. The CITY will keep the CONSULTANT advised concerning the progress of the CITY'S review of the work. The CONSULTANT agrees that the CITY'S inspection, review, acceptance or approval of CONSULTANT'S work shall not relieve CONSULTANT'S responsibility for errors or omissions of the CONSULTANT or it's sub-consultant(s).
- C. The CITY reserves the right to conduct an independent value engineering review of the project.
- D. The CITY may retain a consulting firm to prepare an estimate of construction costs. The CITY may choose not to bid the project until the architect's estimate and the consulting firm's estimate are within a reasonable variance.
- E. Unless included in the CONSULTANT'S Scope of Work, the CITY shall furnish the CONSULTANT gratis, the following information or services for this Project:
 - 1. One copy of its maps, records, laboratory tests, survey ties, and benchmarks, or other data pertinent to the services. However, the CONSULTANT shall be responsible for searching the records and requesting specific drawings or information and independently verifying said information.
 - 2. Available CITY data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.
 - 3. When required, title searches, legal descriptions, detailed ALTA Surveys, and environmental assessments to the end that the CITY may proceed with the right of way acquisition.

SECTION V - TERMINATION

The CITY, at its sole discretion, may terminate this CONTRACT for convenience or abandon any portion of the Project for which services have not been performed by the CONSULTANT, upon fourteen (14) days written notice delivered to CONSULTANT personally or by certified mail at 51 W. 3rd Street, Suite 110, Tempe, AZ 85281. This CONTRACT may be terminated pursuant to ARS Sec. 38-511.

Immediately after receiving such notice, the CONSULTANT shall discontinue advancing the services under this CONTRACT and proceed to close said operations under this CONTRACT. The CONSULTANT shall appraise the services it has completed and submit an appraisal to the CITY for evaluation. The CITY shall have the right to inspect the CONSULTANT'S work to appraise the services completed.

CONSULTANT shall deliver to the CITY all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the CONSULTANT under the CONTRACT, entirely or partially completed, together with all unused materials supplied by the CITY.

In the event of such termination or abandonment, the CONSULTANT shall be paid for services performed prior to receipt of said notice of termination including reimbursable expenses then incurred.

If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by the CONSULTANT based upon the scope of work set forth in Exhibit A, and shall be agreed upon mutually by the CONSULTANT and the CITY. However, in no event shall the fee exceed that set forth in Section III of the attached CONTRACT.

The CITY shall make final payment within sixty (60) days after the CONSULTANT has delivered the last of the partially completed items and the final fee has been agreed upon.

In the event this CONTRACT is terminated, the CITY shall have the option of completing the work, or entering into a CONTRACT with another party for the completion of the work according to the provisions and agreements herein.

SECTION VI - SUPPLEMENTAL CONTRACT PROVISIONS

The supplemental contract provisions to this CONTRACT are attached hereto and incorporated herein by reference as if fully set forth.

Tempe Historical Museum Renovation
Project No. 6702481

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT this _____ day
of _____, 2008.

CITY OF TEMPE, ARIZONA

By _____
Mayor

By _____
Public Works Manager

ATTEST:

Recommended By:

City Clerk



Deputy PW Manager/City Engineer

APPROVED AS TO FORM:

City Attorney

The CONSULTANT warrants that the person who is signing this CONTRACT on behalf of the CONSULTANT is authorized to do so and to execute all other documents necessary to carry out the terms of this CONTRACT.

CONSULTANT
Weddle Gilmore Architects

Name

Title

Federal I.D. No. /Social Security No.

Certified to be a true and exact copy.

Karen M. Fillmore
Records Specialist

**CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS**

**AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT
REGARDING
HEALTH INSURANCE**

_____,
Arizona

Date _____

**TEMPE HISTORICAL MUSEUM RENOVATION
Project No. 6702481**

I hereby certify that _____ (name of company) currently has, and all of its major subcontractors/subconsultants, defined as doing work in excess of \$30,000.00, will have, during the course of this contract, health insurance for all employees working on this project and will offer health insurance coverage to eligible dependents of such employees, as defined in the accompanying Guidelines. The company's health insurance is as follows:

Name of Insurance Company: _____

Type of Insurance (PPO, HMO, POS, INDEMNITY): _____

Policy No.: _____

Policy Effective Date (MM/DD/YY): _____

Policy Expiration Date (MM/DD/YY): _____

Signed and dated at _____, this _____ day of _____, 2008.

General Contractor/Prime Consultant

By: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2008.

Notary Public

My commission expires:

City of Tempe

Guidelines for Implementation of Health Insurance

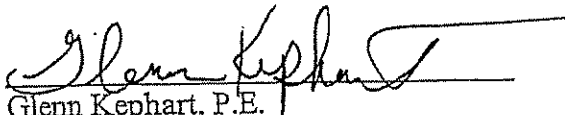
These Guidelines are provided for purposes of implementing Resolution No. 2000.73, which requires all employees of prime consultants, general contractors and major subconsultants and subcontractors to have health insurance and to offer health insurance to their eligible dependants, as determined at the start of each project. Questions regarding these guidelines should be directed to the City of Tempe Engineering Division at (480) 350-8200.

1. All Prime Consultants who enter into a Public Works contract or General Contractors who bid on Public Works projects that are advertised for bid and enter into a contract in excess of \$30,000 with the City of Tempe after January 1, 2001, are required to sign an affidavit in the form attached hereto. The prime consultant or general contractor shall require that all major subconsultants or subcontractors, defined as entities doing work in excess of \$30,000, comply with the health insurance requirements. In signing the affidavit, prime consultants and general contractors may refer to and rely upon these Guidelines for interpretation.
2. Health insurance is required for permanent employees who work for the consultant/contractor more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four hour period, regardless of number of hours, that the individual is paid. This requirement excludes students working part-time who are enrolled in a recognized educational institution. Many companies have a grace period or a qualifying period prior to commencement of insurance coverage, which is acceptable so long as the employee coverage begins by the 120th day of contract signing. Temporary employees will be covered to the same extent as the City of Tempe covers temporary employees as determined at the start of each project.
3. If a contractor is a "Union" shop and withholds union dues from employees for health insurance coverage that is also offered to their eligible dependents and meets all City requirements, the Contractor may so note on the required affidavit.
4. The health insurance requirements herein apply to all employees that are directly involved with the City of Tempe project including support and administrative personnel.
5. Health insurance coverage must be maintained during the entire time of the contract, including any warranty periods, with the City.
6. All complaints concerning violations of the health insurance requirements shall be filed by an employee, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision

of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

7. In the event of a finding by the City of a violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any public works contract with the City for a minimum period of three (3) years.
8. All consultants and contractors subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at their office and at the job site. Signs for posting will be provided by the City.

These "Guidelines for Implementation of Health Insurance", issued and dated this 21st day of August, 2002, hereby amend all guidelines previously issued.


Glenn Kephart, P.E.
Public Works Manager

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

SUPPLEMENTAL CONTRACT PROVISIONS

SECTION I - INSURANCE

Without limiting any of their obligations or liabilities, the CONSULTANT, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to the CITY. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from the CITY.

A. General Clauses

1. **Additional Insured.** The insurance coverage, except Workers' Compensation and Professional Liability, required by this CONTRACT, shall name the CITY, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded the CONSULTANT shall be primary insurance, and that any self insured retention and/or insurance coverage carried by the CITY or its employees shall be excess coverage, and not contributory coverage to that provided by the CONSULTANT.
2. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of this CONTRACT are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this CONTRACT, at the sole discretion of the CITY.
3. **Primary Coverage.** The CONSULTANT's insurance shall be primary insurance as respects the CITY and any insurance or self insurance maintained by the CITY shall be in excess of the CONSULTANT'S insurance and shall not contribute to it.
4. **Claim Reporting.** CONSULTANT shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect the CITY.
5. **Waiver.** The policies for Workers' Compensation and General Liability shall contain a waiver of transfer rights of recovery (subrogation) against the CITY, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the CONSULTANT.

6. **Deductible/Retention.** The policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to the CITY under such policies. The CONSULTANT shall be solely responsible for deductible or self-insured retentions and the CITY may require the CONSULTANT to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
7. **Policies and Endorsements.** The CITY reserves the right to request and to receive, within 10 working days, information on any or all of the above policies or endorsements.
8. **Certificates of Insurance.** Prior to commencing services under this CONTRACT, CONSULTANT shall furnish the CITY with Certificates of Insurance, or formal endorsements as required by the CONTRACT, issued by CONSULTANT'S insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this CONTRACT are in full force and effect. Such certificates shall identify this CONTRACT by referencing the project number and/or project name and shall provide for not less than thirty (30) days advance written notice by Certified Mail of cancellation or termination of insurance.
9. **Sub-Consultants/Contractors.** CONSULTANT shall include all sub-consultants and sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant and sub-contractor.

B. Workers' Compensation

The CONSULTANT shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONSULTANT employees engaged in the performance of the Services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case Services are sub-contracted, the CONSULTANT shall require the sub-consultant to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by the CONSULTANT.

C. Automobile Liability

The CONSULTANT shall carry Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the CONSULTANT Services. Coverage will be at least as broad as coverage Code 1 "any auto" (Insurance Service Office policy form CA 0001 1/87 or any replacements thereof). Such coverage shall include coverage for loading and unloading hazards.

D. Commercial General Liability

The CONSULTANT shall carry Commercial General Liability insurance with a combined single limit of not less than \$1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this CONTRACT, which coverage will be at least as broad as Insurance Service Office policy form CG 0002 1-11-88 or any replacement thereof.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services as evidenced by annual Certificates of Insurance.

Such policy shall contain a "severability of interests" provision (also known as "cross liability" and "separation of insured").

E. Professional Liability

The CONSULTANT retained by the CITY to provide the engineering services required by the CONTRACT will maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by the CONSULTANT or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim and \$1,000,000 all claims, or 10% of the construction budget, whichever is larger. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Services as evidenced by annual Certificates of Insurance.

F. Property Coverage – Valuable Papers

The CONSULTANT shall carry Property coverage on all-risk, replacement cost, agreed amount form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the CONSULTANT used in the completion of this CONTRACT.

HEALTH INSURANCE REQUIREMENTS

All Consultants who enter into a Public Works contract in excess of \$30,000.00 with the City of Tempe, after January 1, 2001, must certify that they have, and all of their major sub-consultants will have, health insurance for all employees. Health insurance must be offered to eligible dependents of all such employees. An affidavit must be signed in the form included herein (Page AFF-1). Major sub-consultants are defined as entities doing work in excess of \$30,000.00 as determined at the start of each project. All required health insurance must be maintained during the entire time of the contract with the City.

Health insurance is required for all consultant and major sub-consultant employees who work more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four hour period, regardless of number of hours, that the individual is paid. At this time, health insurance is not required for temporary employees or students working part-time who are enrolled in a recognized educational institution.

The health insurance requirements shall apply to all employees directly involved with this City project including support and administrative personnel.

All complaints concerning violations of the health insurance requirements shall be filed, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

In the event of a finding of violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any Public Works contract with the City for a period of three (3) years from the execution of the contract.

All Consultants subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at their office and at the job site. Signs for posting will be provided by the City at the Pre-construction Conference for Contractors and sent with the executed contract for Consultants.

SECTION II – WORK FOR HIRE AND OWNERSHIP OF DELIVERABLES

CONSULTANT shall ensure that all the results and proceeds of CONSULTANT'S work on any projects (and that of its agents, employees, officers, and contractors) shall be owned by the CITY, including the copyright thereto, as work for hire. In the event, for any reason, such results and proceeds are not deemed work for hire, CONSULTANT shall be deemed hereby to have assigned to CITY all of its right, title and interest in such results and proceeds and content to CITY.

All work products (electronically or manually generated), including plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect all final drawings, and other related products which are prepared in the performance of this Contract, are the property of the CITY and are to be delivered to the CITY on the particular type of storage media on which they are stored (e.g. CD, thumb drive, etc.) before the final payment is made to the CONSULTANT. The CITY shall retain ownership of these original works. If approved in writing by the CITY, the CONSULTANT may retain the originals and supply the CITY with reproducible mylar copies of the work.

SECTION III - CONFLICT OF INTEREST

The CONSULTANT agrees to promptly disclose any financial or economic interest in the Project property, or any property affected by the Project, existing prior to the execution of this CONTRACT. Further, the CONSULTANT agrees to promptly disclose any financial or economic interest with the Project property, or any property affected by the Project, if the CONSULTANT gains such interest during the course of this CONTRACT.

If the CONSULTANT gains any financial or economic interest in the Project during the course of this CONTRACT, this may be grounds for terminating this CONTRACT at the sole discretion of the CITY.

The CONSULTANT shall not engage the services on this CONTRACT of any present or former CITY employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this CONTRACT.

The CONSULTANT agrees that it shall not perform services on this Project for the contractor, sub-contractor, or any supplier.

The CONSULTANT shall not negotiate, contract, or make any agreement with the contractor, sub-contractor, or any supplier with regard to any of the work under this Project, or any services, equipment or facilities to be used on this Project.

SECTION IV - COVENANT AGAINST CONTINGENT FEES

The CONSULTANT affirms that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT to solicit or secure this CONTRACT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the CONTRACT. For breach or violation of this clause, the CITY may terminate this CONTRACT without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

SECTION V - INDEMNIFICATION

To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the CITY, its agents, officers, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes or omissions in the work, services, or professional services of the CONSULTANT, its agents, employees, or any other person (not the CITY) for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services the CONSULTANT may be legally liable in the performance of this contract. CONSULTANT'S duty to defend, hold harmless and indemnify the CITY, its agents, officers, officials, and employees shall arise in connection with any claim for damage, loss, or expenses that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by CONSULTANT or any employee of the CONSULTANT, or any other person (not the CITY) for whose negligent acts, errors, mistakes, omissions, work, or services the CONSULTANT may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

SECTION VI - DISPUTE RESOLUTION

In the event of a dispute concerning questions of fact that arise during the course of the CONTRACT, the parties will meet in good faith to attempt to resolve such questions.

SECTION VII - ADDITIONAL SERVICES

Additional services which are outside the scope of basic services contained in this CONTRACT shall not be performed by the CONSULTANT without prior written authorization from the CITY. Additional services, when authorized by an executed contract or an Amendment to this CONTRACT shall be compensated for by a fee mutually agreed upon between the CITY and the CONSULTANT.

SECTION VIII - SUCCESSORS AND ASSIGNS

This CONTRACT shall not be assignable except at the written consent of the parties hereto and it shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

SECTION IX- SPECIAL PROVISIONS

The CONSULTANT shall comply with all applicable Federal, State, and local laws and ordinances at the time the plans are sealed, and will not discriminate against any person on the basis of race, color, or national origin in the performance of this CONTRACT, and shall comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354.

The CONSULTANT further agrees to insert the foregoing provisions in all sub-contracts hereunder, except sub-contracts for standard commercial supplies or raw materials. Any violation of such provisions shall constitute a material breach of this CONTRACT.

This CONTRACT shall be in full force and effect only when it has been approved by the City Council of the City of Tempe, Arizona, and when executed by the duly authorized CITY officials and the duly authorized agent of the CONSULTANT.

EXHIBIT A

WEDDLEGILMORE
architects

MEMO

to: Mark Weber P.E., City of Tempe
from: Philip Weddle, Weddle Gilmore Architects
re: Tempe History Museum
date: March 5, 2008

Attached are our revised fee proposals for the next phase of the Tempe History Museum. We have made the following assumptions in our fee proposal:

ARCHITECTURE ASSUMPTIONS:

1. Multi-Purpose Room: The Multi-Purpose Room may be developed as new building area or may be integrated into the existing building footprint rather than new construction. This decision will be made by the City based on actual budget available.

EXHIBIT ASSUMPTIONS:

1. Budget: The fee proposal is based on the scope outlined in the \$1,387,237 revised estimate for exhibit fabrication including CMAR mark-up & contingency.
2. Graphics: Gyroscope is proposing to produce a graphics standard and sample graphics. THM would be responsible to handle the design of individual graphics elements for the specific exhibits.
3. Multi-Purpose Room: Gyroscope will not be engaged in the development of casework, teaching elements or exhibits in the multipurpose room.

MECHANICAL ENGINEERING:


4. Existing Mechanical System: The Mechanical Engineering fees include mechanical design and engineering necessary for the replacement of the existing Air Handler Units (AHU) in the mechanical penthouse of the Museum.

LIGHTING DESIGNER:

5. Lighting Design: The lighting designer will develop lighting design and documentation for the entry court, entry lobby, as well as exterior LED lighting at screen element around lobby. In addition the lighting designer will analyze the existing exhibit hall lighting and will develop a lighting design and documentation for the new exhibits utilizing the existing track lighting system.

Please feel free to contact me if you have questions or want to discuss. We look forward to the opportunity to move forward into the next phase of this exciting project.

Sincerely,



Philip A. Weddle, Principal Architect



BLACK ROCK STUDIO
51 WEST THIRD STREET
NO. 110 TEMPE ARIZONA 85281
T 480 517 5055 F 480 517 5057

MAW

March 5, 2008

SCOPE OF WORK
TEMPE HISTORICAL MUSEUM RENOVATION
PROJECT NO. 6702481

The Tempe Historical Museum Renovation will follow the general goals and scope as defined in the April 2007 Project Planning Guide and the Master Plan / Schematic Design developed in January 2008. The proposed Scope of Work would include the following phases and tasks:

A/E DESIGN PHASE TASKS

TASK 3.0 DESIGN DEVELOPMENT PHASE

3.1 Design Development Documents

- Schematic Design Revision: Develop options for a revised Schematic Design that provides alternatives to a new 2,500 s.f. Multi-Purpose room. Multi-Purpose room to be carved out of existing building square footage or possibly new square footage depending on actual budget available.
- Develop Design Development documents including Architectural, Structural Engineering, MP&E Engineering, Lighting Design, and Specifications.
- Design Development includes the Mechanical Engineering for full replacement of existing Air Handler Units on the Museum.
- Landscape Architecture will be provided as an Allowance. Based on current budget allocations, it is assumed that Landscape Architecture scope of work will essentially be limited to landscaping design for the areas on the south side of the THM that are disturbed during the course of construction. The landscape inventory plan & salvage plan is not currently included in the scope of this allowance, but could be provided as an additional service is required.
- Civil Engineering services are excluded at this time, but can be provided as an additional service if required.
- Provide information as required to CMAR for use in developing a Design Development Cost Estimate.
- Update Facility Program and Project Schedule.

3.2 Coordination Meetings

- Team Coordination Meetings
- Provide Design Development documents to Project Team for review and comment.
- Review Conference for comments on the Design Development submittal. May include consultants if required.

3.3 Exhibit Design Coordination

- Coordinate work related to exhibit design.

3.4 Public Art Coordination (Allowance)

- Coordination with Public Artist concept development

Deliverables for Task 3.0

- Prepare Final Design Development Documents as listed above on standard City 22" x 34" title block. DD submittal to the City will be an 11" x 17" format.
- Updated Project Schedule & Facility Program



B L A C K R O C K S T U D I O
5 1 W E S T T H I R D S T R E E T
N O . 1 1 0 T E M P E A R I Z O N A 8 5 2 8 1
T 4 8 0 5 1 7 5 0 5 5 F 4 8 0 5 1 7 5 0 5 7

MAN

TASK 4.0 CONSTRUCTION DOCUMENTS PHASE

4.1 Construction Documents

- Construction Documents including Architectural, Structural Engineering, MP&E Engineering and Specifications. Construction Documents will include a 90% and 100% submittal.
- Provide Mechanical Engineering for full replacement of existing Air Handler Units on the Museum.
- Construction Documents shall include demolition plans and phasing plans to assist in schedule & construction sequencing coordination with CMAR.
- Landscape Architecture will be provided as an Allowance. Based on current budget allocations, it is assumed that Landscape Architecture scope of work will essentially be limited to landscaping design for the areas on the south side of the THM that are disturbed during the course of construction. The landscape inventory plan & salvage plan is not currently included in the scope of this allowance, but could be provided as an additional service is required.
- Civil Engineering services are excluded at this time, but can be provided as an additional service if required.
- WGA to provide technical specifications. General and Special Provisions to be provided by the City of Tempe.
- Provide information as required to CMAR for use in developing a 90% Construction Documents Cost Estimate.
- Participate in VE activities as required to achieve project budget goals.
- WGA to obtain required Building Permits for the project. All Permits to be paid for by the City.

4.2 Exhibit Design Coordination

- Coordinate work related to exhibit design.

4.3 Museum Conservator

- Consultation with Conservator as required for appropriate design input.
- Establish strategy for dealing with Museum artifacts during the course of Construction including options for remote storage and on-site storage.

4.4 Public Art Coordination (Allowance)

- Coordination with Public Artist concept development

4.5 Coordination Meetings

- Project Team Coordination Meetings
- Provide 90% Construction Documents to Project Team for review and comment.
- Review Conference for 90% Construction Documents.
- Provide 100% Construction Documents to Project Team for review and approval.

4.6 Permit Submittal

- Coordinate Permit submittal to Development Services.
- Incorporate corrections as required to receive Permit approval.

Deliverables for Task 4.0

- Final Construction Documents as listed above. Provide final drawings on 24 x 36 mylar and PDF files of technical specifications to City.

TASK 5.0 BIDDING PROCUREMENT PHASE

5.1 Bidding Procurement Phase

- Assist the Owner in obtaining GMP Bid Proposal from CMAR.
- Provide bidding documents prepared for reproduction and distribution to CMAR. (The cost of reproductions for prospective bidders is by others.)



BLACK ROCK STUDIO
51 WEST THIRD STREET
NO. 110 TEMPE ARIZONA 85281
T 480 517 5055 F 480 517 5057

- Make recommendations on Prior Approval Substitution Requests as required.
- Attend a Pre-Bid Conference to be scheduled and organized by CMAR.
- Prepare responses to questions from CMAR & Subcontractors and provide clarifications and interpretations of the Bidding Documents for distribution to all prospective bidders in the form of addenda.
- Review requests for substitutions and prepare addenda identifying approved substitutions for distribution to prospective bidders.
- Review and make recommendations on VE proposals.

Deliverables for Task 5.0

- Provide addenda as required for clarifications, interpretations and approved substitutions.
- Reviewed GMP Bid and make recommendations.

EXHIBIT DESIGN PHASE TASKS

This Scope of Work is based on the project budget as revised by THM Staff and reviewed in the meeting on February 21, 2008. The \$1,387,237 budget includes exhibit fabrication, CMAR OH&P, and Contengency. Gyroscope's base fee under this contract is limited to design of those items included in this revised budget.

EXHIBIT DESIGN TASKS

TASK 6.0 PROJECT DEFINITION {COMPLETE}

TASK 7.0 PRELIMINARY DESIGN

7.1 Meetings

- Meet with key advisors, including subject matter experts, curators, staff, key supporters, as appropriate throughout preliminary design phase.
- Consult with architects on implications of exhibits for the developing architectural conceptual design.
- Work with exhibit conservator to understand artifact conservation requirements and determine proper display environment and conditions.
- This phase includes two meetings of one day each, attended by two Gyroscope representatives.

7.2 Exhibit Development

- With client, develop storylines for major exhibit zones. Client will provide content expertise and necessary research concerning the history of Tempe.
- With client, assess major artifacts available for display to illustrate the developing storylines. Client is responsible for identifying and securing any artifacts necessary to complete the project. Gyroscope's role is to review artifacts, comment and advise, and incorporate artifacts into exhibit designs.
- Prepare preliminary written descriptions of possible approaches for media displays.

7.3 Exhibit Technologies

- Evaluate possible media technologies and discuss with client.
- Describe potential impacts on the visitor experience.
- Evaluate likely budget implications.
- Coordinate with City of Tempe IT services and Media Services departments.

7.4 Exhibit Design

- Develop preliminary design drawings



BLACK ROCK STUDIO
51 WEST THIRD STREET
NO. 110 TEMPE ARIZONA 85281
T 480 517 5055 F 480 517 5057

- With architects, develop zone plan for all exhibits and related visitor experiences.
- Provide plans, section, elevations, and illustrations of major exhibit experiences.

7.5 Implementation Issues

- Begin to identify vendors, and potential fabricators.
- Prepare preliminary cost estimate.

Deliverables for Task 7.0

- 50% and 100% preliminary design drawings with brief descriptions for all exhibit and media components. Begin to identify vendors, and potential fabricators.

TASK 8.0 FINAL DESIGN PHASE

8.1 Meetings and Design Review

- Meet with key advisors, including subject matter experts, curators, staff, key supporters, as appropriate throughout final design phase, either during regularly scheduled meetings or by phone.
- Review exhibit designs with structural, electrical and mechanical engineers as necessary.
- Meet with exhibit conservator to review that exhibit designs provide proper display environment and conditions for the artifacts.
- This phase includes three meetings of one day each, attended by one Gyroscope representative.

8.2 Implementation Issues

- Prepare bid list of pre-qualified potential fabricators.
- Assist CMAR in selecting fabricators.
- Once fabricator has been contracted, work with fabricator to develop revised cost estimates for all elements of the exhibits plan.

8.3 Graphics Design Standards

- Prepare graphics standards.
- Prepare sample graphics illustrating each type and style for client approval.
- Develop graphics schedule.
- Design and production of graphics based on the standards is responsibility of client.
- Design and production of on-screen graphics is the responsibility of the media producer, based on Gyroscope's graphic standards.
- Exhibit text necessary for graphics will be written by client and edited by Gyroscope.
- Photographs and images required for graphics will be provided by client.

8.4 Exhibit Development

- Describe all exhibits and related activities in writing.
- Prepare treatments for media displays.

8.5 Exhibit Design

- Develop final design drawings
- Coordinate with architects to assure that building infrastructure will accommodate exhibits.
- Provide final design plans, section and elevations of major exhibit experiences at the level required to control design intent for fabrication.
- Engineering and lighting design are by others. Gyroscope will work with these consultants to coordinate our work with theirs.



Deliverables for Task 8.0

- 50% and 100% final design submittals including drawings describing exhibit components in sufficient detail to build and treatments and performance specifications for all media systems. A graphics schedule will be included with submittal. (50% set is a progress set that does not include all components.)
- Final Construction Documents as listed above. Provide final drawings on 24 x 36 mylar and PDF files of technical specifications to City.

CONSTRUCTION ADMINISTRATION PHASE TASKS

TASK 9.0 CONSTRUCTION ADMINISTRATION PHASE (HOURLY NOT TO EXCEED)

9.1 Construction Administration Phase

- Review all required submittals including shop drawings, samples and product literature.
- Make recommendations on RFI's as required.
- Provide clarifications on Construction Documents and develop Architect's Supplemental Instructions (ASI) and Supplemental Drawings (SD) as required.
- Architect to attend weekly Construction meetings.
- Field observation field visits will include the following: Architect (weekly), Conservator (by allowance), Landscape Architect (by allowance), Lighting Designer, (by allowance), MP&E Engineer (by allowance) and Structural Engineer (by allowance).
- Assist in the development of a punch list at the Substantial Completion phase.

9.2 Project Close Out

- Review project close out documents including O & M manuals and as-builts as submitted by the CMAR as required in the Project Manual.
- Perform final walk through to verify Punch List issues have been satisfactorily addressed.

9.3 Museum Conservator (Allowance)

- Museum Conservator to make recommendations on reintroduction of Museum artifacts following the completion of Construction.

9.4 Lighting Designer (Allowance)

- Review of final lighting installation and final positioning of lighting fixtures.

9.5 FF& E Bid Package (Allowance)

- Development of FF&E bid packages for general furniture, equipment, and window coverings.

Deliverables for Task 9.0

- Submittal reviews, Architect's Supplemental Instructions (ASI), Supplemental Drawings (SD), RFI recommendations and clarifications.
- Assist in development of Punch List.
- FF&E Bid Packages
- General Signage Bid Package

TASK 10.0 EXHIBIT FABRICATION AND INSTALLATION PHASE (HOURLY NOT TO EXCEED)

10.1 Implementation Issues

- With architects, exhibit fabricators, and media producers, establish a detailed schedule for fabrication and installation.
- Consult with exhibit conservator during fabrication and installation to assure proper environmental conditions for artifacts. (Conservator is under contract to Weddle Gilmore).

10.2 Contract Administration Services



BLACK ROCK STUDIO
51 WEST THIRD STREET
NO. 110 TEMPE ARIZONA 85281
T 480 517 5055 F 480 517 5057

- Review submittals and shop drawings from fabricators and media producers.
- Provide clarifications and additional drawings when required.
- Resolve conflicts.

10.3 Exhibit Development

- Owner to provide written text content for all exhibit text. Exhibit Designer to review and coordinate with exhibit design.

10.4 Meetings

- Make one site visit to observe on-site installation. Assure that fabricators are proceeding according to plan and design intent.

10.5 Project Close-Out / Punch List

- Provide a punch list.
- Certify substantial completion of project, and determine when the punch list has been completed. (This task does not include any additional trips to Tempe. Site inspections, if required, will be handled by Weddle Gilmore in consultation with Gyroscope.)

OPTIONAL SERVICES

The following tasks are not included in Gyroscope's scope of work. We will be happy to provide a fee proposal for these services on request.

1. Design of exhibits and programs from the mid-level budget that are over and above the revised low-level budget.
2. Post-Construction Evaluation and Remediation
 - Assist in development of recommendations for visitor surveys and visitor feedback.
 - Develop recommendations for remediation based on data collected by Museum Staff.
3. Artifact selection and installation. Assumption is that selection, preparation and installation of artifacts for display is the responsibility of staff in consultation with Gyroscope.
4. Photo research. Assumption is that selection of all necessary photographic images for print graphics and media displays will be the responsibility of staff.
5. Exhibit text. Writing and editing of exhibit label copy is the responsibility of staff.
6. Graphic design and production beyond those tasks described above.
7. Media development. Gyroscope's responsibility for media displays is limited to preparation of treatments describing the function and general approach of each display. Preparation of storyboards and scripts, as well as actual production of each display, will be the responsibility of the media producer retained during the fabrication phase.
8. Site visits to fabricators' shops to review work in progress (we will require fabricators to provide progress photos and videos in lieu of visits.)



B L A C K R O C K S T U D I O
5 1 W E S T T H I R D S T R E E T
N O . 1 1 0 T E M P E A R I Z O N A 8 5 2 8 1
T 4 8 0 5 1 7 5 0 5 5 F 4 8 0 5 1 7 5 0 5 7

MAN

TEMPE HISTORICAL MUSEUM RENOVATION									
Fee Breakdown - March 5, 2008									
Summary:									

TEMPE HISTORICAL MUSEUM RENOVATION

Hourly Fee Breakdown - March 5, 2008

Architect - WEDDLE GILMORE architects

	Hours	Principal Architect	Project Manager	Technical Level II	Technical Level I	Admin.
Rates		\$130.00	\$90.00	\$75.00	\$65.00	\$55.00
3.0 Design Development						
3.1 Design Development Documents	768	160	320		280	8
3.2 Coordination Meetings	24	12	12			
3.3 Exhibit Design Coordination	80	40	40			
TOTAL HOURS FOR THIS PHASE	872	212	372	0	280	0
RATE \$/HR		\$130	\$90	\$75	\$65	\$55
TOTAL FEE	\$79,240	\$27,560	\$33,480	\$0	\$18,200	\$0
4.0 Construction Documents						
4.1 Construction Documents	976	160	400	80	320	16
4.2 Exhibit Design Coordination	80	40	40			
4.5 Coordination Meetings	32	16	16			
4.6 Permit Submittal	112	12	60		40	
TOTAL HOURS FOR THIS PHASE	1200	228	516	80	360	16
RATE \$/HR		\$130.00	\$90.00	\$75.00	\$65.00	\$55.00
TOTAL FEE	\$106,360.00	\$29,640.00	\$46,440.00	\$6,000.00	\$23,400.00	\$880.00
5.0 Bidding Procurement						
5.1 Bidding Procurement	56	20	32	0	0	4
TOTAL HOURS FOR THIS PHASE	56	20	32	0	0	4
RATE \$/HR		\$130.00	\$90.00	\$75.00	\$65.00	\$55.00
TOTAL FEE	\$5,700.00	\$2,600.00	\$2,880.00	\$0.00	\$0.00	\$220.00
9.0 Construction Administration Phase (HOURLY NOT TO EXCEED)						
9.1 Construction Administration Phase	464	120	320			24
9.2 Project Close Out	32	8	24			
9.7 Exhibit Design / Fabrication Coordination	120	40	80			
TOTAL HOURS FOR THIS PHASE	616	168	424	0	0	24
RATE \$/HR		\$130.00	\$90.00	\$75.00	\$65.00	\$55.00
TOTAL FEE	\$61,320.00	\$21,840.00	\$38,160.00	\$0.00	\$0.00	\$1,320.00

WAG

TEMPE HISTORICAL MUSEUM RENOVATION

Hourly Fee Breakdown - March 5, 2008

Fees Based on Mid-Range Exhibit Budget

Exhibit Designer - GYROSCOPE

	Hours	Principal in Charge	Project Manager	Exhibit Developer	Exhibit Designer	Graphics Designer	Design Support
Rates		\$125.00	\$90.00	\$125.00	\$90.00	\$90.00	\$55.00
7.0 Preliminary Design							
7.1 Meetings	48	48	0	0	0	0	0
7.2 Exhibit Development	240	0	80	160	0	0	0
7.3 Exhibit Technologies	120	20	20	80	0	0	0
7.4 Exhibit Design	480	240	0	0	160	0	80
7.5 Implementation Issues	120	40	80	0	0	0	0
TOTAL HOURS FOR THIS PHASE	1008	348	180	240	160	0	80
RATE \$/HR		\$125.00	\$90.00	\$125.00	\$90.00	\$90.00	\$55.00
TOTAL FEE	\$108,500	\$43,500	\$16,200	\$30,000	\$14,400	\$0	\$4,400
8.0 Final Design							
8.1 Meetings & Design Review	48	48	0	0	0	0	0
8.2 Implementation Issues	240	80	160	0	0	0	0
8.3 Graphic Design	200	20	0	20	0	160	0
8.4 Exhibit Development	160	0	0	160	0	0	0
8.5 Exhibit Design	480	240	0	0	160	0	80
TOTAL HOURS FOR THIS PHASE	1128	388	160	180	160	160	80
RATE \$/HR		\$125.00	\$90.00	\$125.00	\$90.00	\$90.00	\$55.00
TOTAL FEE	\$118,600	\$48,500	\$14,400	\$22,500	\$14,400	\$14,400	\$4,400
10.0 Exhibit Fabrication and Installation (HOURLY NOT TO EXCEED)							
10.1 Implementation Issues	80	40	40	0	0	0	0
10.2 Contract Administration Services	400	160	160	0	80	0	0
10.3 Exhibit Development	80	0	0	80	0	0	0
10.4 Graphics Design	20	20	0	0	0	0	0
10.5 Meetings	48	48	0	0	0	0	0
10.6 Project Close-Out / Punch List	160	80	80	0	0	0	0
TOTAL HOURS FOR THIS PHASE	788	348	280	80	80	0	0
RATE \$/HR		\$125.00	\$90.00	\$125.00	\$90.00	\$90.00	\$55.00
TOTAL FEE	\$85,900	\$43,500	\$25,200	\$10,000	\$7,200	\$0	\$0